

A.G. CONTRACT NO. KR88-191377

ECS FILE: IGA-88-13

PROJECT: IR-17-1-472 PE, -1-172(C)  
SECTION: Indian School Road TI (S)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

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THIS AGREEMENT entered into this 18 day of January, 1990,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION, hereinafter called "State", and the CITY OF PHOENIX,  
acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised  
Statutes to enter into this agreement and has, by resolution, a copy of  
which is attached hereto and made a part hereof, resolved to enter into  
this agreement and the Director of the Arizona Department of  
Transportation has delegated to the undersigned the authority to execute  
same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised Statutes,  
and Chapter II, Section 2 of the Phoenix City Charter, to enter into this  
agreement and acting by and through its City Council has, by resolution,  
a copy of which is attached hereto and made a part hereof, resolved to  
enter into this agreement and has authorized the undersigned to execute  
same on behalf of City; and

WHEREAS, State desires to improve the safety of the public traveling the  
state roadway system, and desires to construct an improved interchange at  
the Indian School Road and Interstate 17 Traffic Interchange; and

WHEREAS, City desires improved roadway access and improved traffic  
circulation patterns within the City and desires the construction of bus  
bays, additional reconstruction of Indian School Road west of 27th  
Avenue, and improvements to 27th Avenue north and south of Indian School  
Road; and

NO. <u>14491</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-18-90</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. Hermuth</u>

WHEREAS, the design and construction costs for improvements desired by City is estimated to be THREE HUNDRED ONE THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS (\$301,174), as detailed on Exhibits A and B attached hereto and made a part hereof, and City agrees to bear the cost for design, right-of-way acquisition, and construction of said improvements, including all costs related to construction change orders, delays or valid claims for extra compensation made by the contractor relative to said City-desired improvements.

THEREFORE, the parties agree as follows:

STATE WILL:

1. Prepare plans for construction of a new traffic interchange at the intersection of Indian School Road and Interstate 17.
2. Include in the project improvement plans for bus bays and roadway reconstruction as desired by City.
3. Acquire all right-of-way required for the project improvements and additional reconstruction of Indian School Road west of 27th Avenue.
4. Upon completion of design engineering services for the project improvements, submit to City a detailed bill for all design engineering costs associated with City-requested improvements, as shown in Exhibit B.
5. Upon completion of right-of-way acquisition, submit to City a detailed bill for all right-of-way costs associated with City-requested improvements.
6. Provide plans for City-requested improvements to City for review and approval prior to advertising for construction bids.
7. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.
8. Upon completion of construction, submit to City a detailed accounting of construction costs assigned to City plus 15% of said costs for construction engineering and administrative costs, along with a bill for any costs in excess of City's cash deposit prior to advertisement for a construction contract. Said submittal to include any costs related to construction change order, delays, or valid claims for extra compensation made by the contractor for construction of said improvements. In the event that said costs do not exceed the amount of City's cash deposit,

said submittal to include a check for the difference in costs assigned to City and the cash deposit made by City prior to advertisement for a construction contract.

CITY WILL:

1. Review and approve plans for City-requested improvements as prepared by State.

2. Within 30 days of receipt of bill from State for design engineering costs associated with City-requested improvements, remit payment in full to State; said design costs estimated to be FIFTY-THREE THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$53,489).

3. Within 30 days of receipt of bill from State for right-of-way acquisition costs associated with City-requested improvements, remit payment in full to State.

4. Deposit with State cash in the amount of TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$247,685); said amount equal to the estimated cost for construction of City-requested improvements as detailed on Exhibit A attached hereto and made a part hereof. Said cash deposit to be made prior to advertisement for a construction contract for the Indian School Road Traffic Interchange project.

5. Upon completion of construction, retain maintenance responsibilities for Indian School Road outside of existing State right-of-way and for 27th Avenue.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

THIS AGREEMENT shall remain in full force and effect until completion of the construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other parties.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this state to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


## CITY OF PHOENIX

## STATE OF ARIZONA

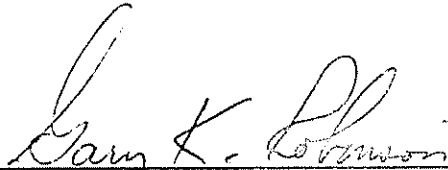
Department of Transportation

Marvin A. Andrews, City Manager

BY:

  
SHERYL L. SCULLEY  
Deputy City Manager

BY:

  
GARY K. ROBINSON  
Chief Deputy State Engineer

ATTEST:

ACTING

  
(City Clerk)

DECEMBER 7, 1988

ADOT PROJECT IR-17-1-472 PE (172)C  
IMPROVEMENTS TO 27TH AVE. AND WEST OF 27TH AVE. ON INDIAN SCHOOL ROAD  
CONSTRUCTION COST ESTIMATE

ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
2010001	Clearing & Grubbing	L. Sum	1	\$5,000.00	\$5,000.00
2020022	Removal of Structures and Obstructions	L. Sum	1	\$15,000.00	\$15,000.00
2020021	Removal of Conc Curb & Gutter	L. Ft.	1,913	\$2.00	\$3,826.00
2020026	Removal of Concrete Sidewalk, Driveways and Slabs	Sq. Ft.	9,790	\$1.20	\$11,748.00
2020029	Removal of A.C. Pavement	Sq. Yd.	360	\$1.50	\$540.00
2050003	Grading Roadway for Pavement	Sq. Yd.	2,233	\$3.00	\$6,699.00
2060001	Furnish Water Supply	L. Sum	1	\$10,000.00	\$10,000.00
2070001	Dust Palliative	M. Gal.	500	\$8.00	\$4,000.00
3030002	Aggregate Base, Class 2	Cu. Yd.	745	\$15.00	\$11,175.00
4010010	P.C. Concrete Pavement	Sq. Yd.	545	\$25.00	\$13,625.00
4040101	Prime Coat	Ton	1	\$200.00	\$200.00
4040111	Bituminous Tack Coat	Ton	2	\$200.00	\$400.00
4040116	Apply Bituminous Tack Coat	Hour	4	\$100.00	\$400.00
4070003	Asphaltic Concrete Friction Course (End Product)	Ton	754	\$20.00	\$15,080.00
4150001	Asphaltic Concrete (1/2" Mix) (End Product)	Ton	314	\$18.00	\$5,652.00
4160002	Asphaltic Concrete (3/4" mix) (End Product)	Ton	418	\$18.00	\$7,524.00
5011004	Pipe, Reinforced Concrete Class IV, 12"	L. Ft.	70	\$35.00	\$2,450.00
5011009	Pipe, Reinforced Concrete, Class IV, 15"	L. Ft.	20	\$40.00	\$800.00
5030270	Catch Basin, Type M, (Phoenix Det. P-1569)	Each	6	\$2,500.00	\$15,000.00
7010001	Maintenance & Protection of Traffic	L. Sum	1	\$11,850.00	\$11,850.00
7040003	Pavement Marking (White Hot-Sprayed Thermoplastic)	L. Ft.	400	\$0.40	\$160.00
7310830	Relocate Existing Light Poles	Each	8	\$300.00	\$2,400.00
7320070	Electrical Conduit (3" PVC)	L. Ft.	120	\$5.00	\$600.00
8080655	Relocate Fire Hydrant	Each	4	\$1,200.00	\$4,800.00
9010001	Mobilization	L. Sum	1	\$5,930.00	\$5,930.00
9080101	Concrete Curb & Gutter, Type A, (MAG Det. 220)	L. Ft.	1,913	\$7.00	\$13,391.00
9080201	Concrete Sidewalks (C-05.20)	Sq. Ft.	7,200	\$1.50	\$10,800.00
9080291	Concrete Sidewalk Ramp, Type A, (Phoenix Det. P-1233)	Sq. Ft.	900	\$2.25	\$2,025.00
9080356	Concrete Driveway (Phoenix Det P-1255)	Sq. Ft.	1,400	\$2.00	\$2,800.00
9240121	Bus Bay Shelter Structure	Each	4	\$3,000.00	\$12,000.00
9250001	Construction Surveying & Layout	L. Sum	1	\$15,000.00	\$15,000.00
9250102	Two-Man Survey Party	Hour	20	\$65.00	\$1,300.00
9250103	Three-Man Survey Party	Hour	20	\$75.00	\$1,500.00
9250104	Four-Man Survey Party	Hour	20	\$85.00	\$1,700.00
SUBTOTAL					\$215,375.00
15% ENGR. AND CONTINGENCIES					\$32,310.00
TOTAL					\$247,685.00

EXHIBIT B

FIRM NAME: Lichtliter/Jameson & Associates, Inc.  
DATE: November 2, 1988

Contract No : 86-83  
Project No : IR-17-1-472 (172) C

DERIVATION OF ESTIMATED FEE

ROADWAY DESIGN REQUESTED BY THE CITY OF PHOENIX

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Manhours</u>	<u>Average Hourly Rate</u>	<u>Labor Cost</u>
Project Manager	48	33.460	1,606
Engineers	64	17.920	1,147
Designers	64	13.000	832
Technician/CADD Operator	<u>84</u>	12.870	1,081
	260		

Estimated Direct Labor \$4,666

OVERHEAD (Negotiated) @ 150% of Direct Labor 5,999

Subtotal \$11,665

ESTIMATED DIRECT EXPENSE:

Express Mail (2 @ \$15)	30
Reproduction	174
Bluelines (40 @ \$ 0.60)	
Mylars (10 @ \$ 15.00)	
Computer Plotting (20 @ \$10)	200
CADD Workstation(84 hours @ \$39.18/hr)	3,291
Computer CPU(8.3 min. @ \$12.00/min.)	100
Travel/Mileage(240 Miles @ 0.21/Mi)	<u>50</u>

Estimated Direct Expense \$2,845

OUTSIDE SERVICES

Acme Blueprint Co., Inc. (DBE)	1,191
Bluelines (160 @ \$ 0.60)	
Mylars (20 @ \$15.00)	
Xerox (11 x 17) (350 @ \$ 0.10)	

TOTAL ESTIMATED COST TO CONSULTANT \$15,941

NET FEE @ 10.992% of DL & OH 1,282

TOTAL ESTIMATED FEE \$17,223

EXHIBIT B

FIRM NAME: Lichliter/Jameson & Associates, Inc.  
DATE: November 2, 1988

Contract No.: 86-83  
Project No : IR-17-1-472 (172) C

DERIVATION OF ESTIMATED FEE

R/W PLANS FOR CHANGES REQUESTED BY THE CITY OF PHOENIX

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Manhours</u>	<u>Average Hourly Rate</u>	<u>Labor Cost</u>
Project Manager	40	\$33.460	\$1,338
Survey Director	120	20.190	2,423
Survey Technician	120	15.150	1,818
Survey Crew	50	28.070	1,404
Technician/CADD Operator	140	12.870	1,802
Clerical	<u>120</u>	9.820	<u>1,178</u>
	590		

Estimated Direct Labor \$9,963

OVERHEAD (Negotiated) @ 150% of Direct Labor 14,945

Subtotal \$24,908

ESTIMATED DIRECT EXPENSES:

Express Mail (3 @ \$15)	\$ 45
Reproduction	84
Bluelines (40 @ \$ 0.60)	
Xerox (600 @ \$ 0.10)	
Computer Plotting (24 @ \$10)	240
CADD Workstation(140 hours @ \$39.18/hr)	<u>5,485</u>

Estimated Direct Expense \$5,854

OUTSIDE SERVICES - Title USA Title Company \$2,766

Prelim. Title Reports (11 @ \$175)  
Updated Title Reports (10 @ \$50)  
Copies of Recorded Documents (341 @ \$1)

TOTAL ESTIMATED COST TO CONSULTANT \$33,528

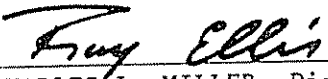
NET FEE @ 10.992% of DL + OH 2,738

TOTAL ESTIMATED FEE \$36,266

RESOLUTION

BE IT RESOLVED on this 1st day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of improvements to the Indian School Road - I-17 Traffic Interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

  
For CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

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